

Final Report Rimini Maintenance Project

DSL AMRB 90-M04
Project Location;
Rimini, Montana, T8&9N, R5W,
15 Miles West of Helena

October, 1991
prepared by
Robert Peccia & Associates
Helena, Montana

FINAL REPORT

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RIMINI MAINTENANCE PROJECT

Department of State Lands
Abandoned Mine Reclamation Bureau
Project Number 90-M04

Location

Rimini, Montana
Township 8 & 9 North, Range 5 West
Approximately 15 Miles West of Helena
In Lewis & Clark County, Southwest Montana

October 1991

PLEASE RETURN

Robert Peccia & Associates
Helena, MT

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1. INTRODUCTION

1.1 Project/Site Description

The Rimini Maintenance Project was developed as a result of necessary repairs to the Rimini Mining District Abandoned Mine Reclamation Project. The maintenance project involved 3 of the original 11 project sites reclaimed in 1989.

Lee Mountain Site

The Lee Mountain site is located on the south end of the Rimini townsite and has a northeast aspect. This site is west of Tenmile Creek, and is across the drainage from the Little Lily mine. Approximate legal description of the site is SW 1/4, SW 1/4, Sect. 33, T9N, R5W. Approximate latitude and longitude of the site is 46° 30'00" N, 112° 15'25" W.

Erosion control measures implemented during a previous reclamation effort did not perform as anticipated. Subsequent erosion of imported coversoil resulted in deposition of the material at lower reaches of the site. Rills from run-off caused damage, and affected newly revegetated areas, as well.

Little Lily Site

The Little Lily site is situated on a west facing slope on the south end of the Rimini townsite. Approximate legal description of the site is the SW 1/4, SW 1/4, Sec. 33, T9N, R5W. Approximate latitude and longitude of the site is 46° 32'00" N, 112° 15'15" W.

A previous adit closure on the site continued to subside. The transverse slope of the access road did not channel run-off effectively, allowing rills to develop on adjacent slopes, and the access road itself as well. Signage remained to be installed on a fenced mine shaft located on the site.

Kelly Mill Site

The Kelly Mill site is located 1.2 miles southeast of the intersection of U.S. Highway 12 and Rimini Road. Approximate legal description is the NW 1/4 of SE 1/4, Sec. 3, T9N, R5W. Approximate latitude and longitude of the site is 46° 21'20" N, 112° 12'56" W. Slopes on the site average 12% and drain to the north.

Three small areas failed to vegetate, following previous efforts. An existing drainage channel experienced unacceptable erosion.

Rimini Well Site

The Rimini Well site (Test Well #3) is located on the south end of the town of Rimini about 500 feet north of the city of Helena water intake on Ten Mile Creek. The well is located on property owned by Don Ferriter and the legal description is the NE 1/4 of NE 1/4 Of NE 1/4, Sec. 5, T8N, R5W. Approximate latitude and longitude of the site is 46° 29'05" N, 112° 14'40" W.

This site was added to the project in the spring of 1991 by work directive change and involved completion of a previously drilled well. This well was originally drilled as a potential source of water for the Rimini community but water quality does not meet community drinking water standards. Previous reports to AMRB describe the conditions of this well and other water sources for the Rimini Water System.

1.2 Map Showing Mine Location(s)

See attached Record Drawings in Attachment E.

1.3 Project Objectives

The primary objective of this project is to improve erosion control capabilities on the previously reclaimed sites. The severe erosion/mass movement on the Lee Mountain site required considerable work effort to repair. The small erosion problems at the Lily and Kelly sites required a small amount of work effort and was considered necessary to reduce the potential of more severe future erosion. Additional objectives at the sites include revegetation of erosion disturbed or unvegetated areas as well as permanent closure of the Lily adit and completion of the Rimini Well according to State regulations.

2. RESPONSIBLE PARTIES

2.1 Contractor

The general contractor for the project was Mountain Construction, 2530 Villard, Helena, MT 59601. Two subcontractors included Grasslands, 3005 Airport Road, Helena, MT 59601, and H&L Drilling, 4136 Boundary, East Helena, MT 59635. Supervisor for Mountain Construction was Wayne Allen. Supervisor for Grasslands was Duane Knoll, and supervisor for H&L Drilling was Shawn Toney.

2.2 Engineering

The engineer for the project was Robert Peccia & Associates, Helena, MT. The project manager for RPA was Robert Morton. Robert Peccia & Associates construction observer on the project was David Zimmer, Construction Inspector and substitute observers included Terry Campbell, Civil Engineer and Valerie Jaffe, Natural Resources Scientist.

2.3 AMRB Coordination

The AMRB manager for the project was John Koerth.

3. DESCRIPTION OF RECLAMATION CONTRACT

3.1 Bidding and Pre-Construction Administration

The project was advertised in three newspapers by the AMRB prior to the bid opening on October 4, 1990. A pre-bid conference was held on September 25, 1990 at the office of Robert Peccia & Associates. The following individuals were in attendance:

Robert Morton, RPA
John Koerth, AMRB
Kathi Lehman, Lehman Construction Co.
Michael Hiel, Shades of Green
Don Davis, Bozeman Sand & Gravel
Wayne Allen, Mountain Construction.

A summary of the conference is included in Attachment A to this report.



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The bid opening was conducted by AMRB on October 4, 1990. Three bids were received by the 2:00 p.m. deadline from:

Maddox Construction
P.O. Box 6867
Great Falls, MT 59406
Bid Amount \$126,260.00

Bozeman Sand & Gravel
P.O. Box 1327
Bozeman, MT 59771
Bid Amount \$119,910.00

Mountain Construction
2530 Villard
Helena, MT 59601
Bid Amount \$81,777.80

The bids were checked for correctness and tabulated by AMRB. Bids were then forwarded to Robert Peccia & Associates for review and recommendation. Mountain Construction of Helena was selected as the lowest responsive bidder for the project. A copy of the bid tabulations is included in Attachment A of this report.

The Notice of Award to Mountain construction was prepared and executed by AMRB and Mountain Construction. A copy of the Notice of Award is included in Attachment A to this report. The Agreement between contractor and owner was executed on October 16, 1990. A copy of the Agreement is included in Attachment A to this report.

The Notice to Proceed was issued on October 16, 1990. Work was scheduled to begin no later than October 22, 1990 and be completed within 30 calendar days for a completion date of November 20, 1990. A copy of the Notice to Proceed is included in Attachment A to this report.

3.2 Construction Administration

A Pre-Construction conference was held on October 18, 1991 and the meeting summary is included in Attachment A. Construction commenced on Monday October 22, 1990 with 7 personnel including one supervisor, one equipment operator, and five laborers. David Zimmer of Robert Peccia & Associates was on hand as construction observer.

Change Orders

Change Order No. 1 was the only change order necessary during the course of the project. It consisted of seven items. Items 1-5 reconciled actual field installed quantities costs versus those bid on. Item 6 was additional work requested of the contractor by the owner to complete the Rimini test well and revegetate the disturbed area caused by well installation. A Work Directive Change was completed involving the well completion and a copy of the Work Directive Change and final Change Order is included in Attachment B to this report. Item 7 addressed the increase in contract time due to inclement weather during the original 30 day contract period and the inclusion of a winter shutdown.

Change Order No. 1 resulted in a net overall increase in the contract price of \$3,143.15 to a total of \$84,920.95. This equates to a 2.84% increase in a project cost over that originally bid.

Work Stoppages

Authorized weather shutdowns were recommended by Robert Peccia & Associates for the 5th, 7th, 20th, and 23rd of November 1990 and from November 30, 1990 - June 3rd, 1991 as a winter shutdown period. No shutdowns due to reasons other than inclement weather occurred during the course of the project.

Requests for Payment

Payment Request No. 1 was processed on December 13, 1990 for a total amount earned to date of \$76,177.72. The Work Directive Change was issued May 14, 1991. Punchlist items, and items requested in the Work Directive were completed prior to the Final Pay Request No. 2 on June 18, 1991. The amount of Pay Request No. 2 was \$7,894.02 which included a 100% release of retainage. Copies of Pay Requests Nos. 1 and 2 are included in Attachment C to this report.

Substantial Completion

The project was not deemed substantially complete until June 4, 1991. Incidental punchlist items could not be completed until winter snow cover had left, and the site was able to stand equipment traffic without damage. The contractor completed all punchlist items, as well as work change ordered into the project by the date referenced above. A copy of the Certificate of Substantial Completion is included in Attachment A to this report.

Final Completion and Approval

Work at the sites was completed on June 4, 1991. Wayne Allen of Mountain Construction, Robert Morton of Robert Peccia & Associates and John Koerth of AMRB conducted a final inspection of the sites on June 5, 1991. The Final Pay Request (2), Change Order No. 1, Affidavit on Behalf of Contractor, Contractor's Certificate of Completion, Certificate of Substantial Completion, and Consent to Surety Company to Final Payment were prepared, executed and forwarded to AMRB on June 20, 1991.

The amount of Pay Request No. 2 (Final) was \$7,894.02 which included a 100% release of retainage. Copies of Pay Requests No.s 1 and 2 are included in Attachment C to this report.

3.3 Equipment and Methods

This section lists the major equipment items and briefly discusses the contractors construction methods.

Major Equipment List

<u>Type</u>	<u>Make/Model</u>	<u># on Project</u>
Tracked excavator	083 Hitachi, 180 HP	1
Backhoe (rubber tired)	680 Case, 75 HP	1
Front end loader	955 CAT, tracked	1
Dump truck	10 CY capacity	1
Motorgrader	650 John Deere	1

Tractor w/attachments 3 pt. chisel plow harrow ground driven broadcaster	Kubota	1
Four-wheel ATV	Yamaha	1
3/4 ton pickups	Ford	2
Fifth wheel trailer		1
Trailer mounted Finn hydro mulching/seeding equipment		1
Hand operated broadcasters		2
Hand tools (axes, shovels, pulaskis)		12
Chainsaw	Stihl	1
Pulley hoist/rope		1

Methods

The contractor had an average of 6 and up to 7 workers employed on this job. To access the Lee Mountain project site the contractor elected to install a new crossing across Ten Mile Creek. This crossing required the use of the tracked excavator. The old bridge was removed and replaced with new timbers which were able to withstand the weight of the equipment used on the site. The tracked excavator was also used effectively to repair terraces and the close the Lily adit. The backhoe and motorgrader were used for incidental excavation and shaping while the front end loader, dump truck and ATV were used primarily for materials transport. The fifth wheel trailer and pickups provided a means of both material and equipment transport.

The erosion control mat, key trenches, and log stabilization structures were installed by hand with help of the hand tools, chain saw, and pulley system. The lime was supplied in bags, applied by hand and incorporated primarily using hand tools on the very steep slopes. Seedbeds were prepared with either the Kubota tractor attachments or by hand on the extreme slopes. Seeding was conducted with either hand broadcasters, the Kubota driven broadcaster or the hydroseeder (depending on site access constraints). Hydromulch was applied to the areas which were not covered by erosion control mat. Mulch was not applied on the Lee Mountain access road above the first switchback between point A and B as shown on Sheet 4, Attachment E.

3.4 Planning and Design

Subsequent to field inspection of the Rimini sites in March and April maintenance recommendations were outlined to the AMRB on May 4 and May 16, 1990. At the request of AMRB a review of sodding and irrigating the Lee Mountain site was conducted. In August of 1990 an additional site investigation was conducted with AMRB and revised recommendations were sent to AMRB on August 22, 1990. After review of the recommendations and alternatives the AMRB directed design be completed on the project involving the Lee, Lily and Kelly sites. Bid packages for the project were completed and transmitted to AMRB on September 18, 1990.

4. COST SUMMARY

This section of the report includes a listing of pay items and a summary of costs for each site.

4.1 Listing of Pay Items including Quantities Used

<u>Description</u>	<u>Total Quantity for Completed Project</u>
Mobilization, Bonding, Insurance	1 lump sum
Debris Cleanup	1 lump sum
Site Earthwork (200 CY)	1 lump sum
Site Access - Lee Mountain	1 new access bridge
Log Stabilization Structures	1446.5 linear feet
Close Mine Opening: Adit	1 each
Lime Application	1.2 acres
Fertilize & Seed	2.8 acres
Mulch	1.6 acres
Erosion Control Mat	5650 square yards
Riprap	2 cubic yards
Well Completion (grout 18 LF)	1 lump sum
<u>Change Order Quantities Included:</u>	
Log Stabilization Structures	206.5 linear foot increase
Lime Application	0.1 acre increase
Fertilize & Seed	0.6 acre decrease
Mulch	0.8 acre decrease
Erosion Control Mat	250.0 square yard increase
Rimini Test Well Completion	1 lump sum (grout 18 LF)

4.2 Summary of Costs

To illustrate a summary of project costs we have listed the following costs for each site. Lump sum cost for Mobilization, Bonding, Insurance is approximate based on the site cost compared to total cost. As virtually all of the debris cleanup involved cleanup work at the Lee Mountain site, all Debris Cleanup costs have been assigned to this site. The Site Earthwork lump sum item is broken into 75% toward the Lee Mountain site and 25% toward the Little Lily site, based on a estimated quantity of earthwork at Lee Mountain having 150 of 200 total cubic yards and Little Lily having 50 of 200 total cubic yards. The Site Access lump sum item was bid specifically for the Lee Mountain site.

Lee Mountain

<u>Description</u>	<u>Final Quantity</u>	<u>Final Cost</u>	<u>Percentage of Total Site Cost</u>
Mobilization, Bonding, Insurance	LS/92.9%	\$3,400.07	4.3
Debris Cleanup	LS/100%	\$4,775.00	6.0
Site Earthwork	LS/75%	\$5,655.00	7.2
Site Access	LS/100%	\$5,008.00	6.4
Log Stabilization Structures	1446.5 LF	\$14,276.95	18.1
Lime Application	1.15 AC	\$4,600.00	5.8
Fertilize & Seed	2.34 AC	\$2,340.00	3.0
Mulch	1.29 AC	\$2,580.00	3.3
Erosion Control Mat	5,650 SY	\$36,160.00	45.9
Total Lee Mountain Site Cost:		\$78,795.02	100.0%

Lee Mountain site cost expressed as a percentage of total Rimini Maintenance project cost:
 $\$78,795.02 / \$84,920.95 \times 100 = 92.9\%$

Little Lily

<u>Description</u>	<u>Final Quantity</u>	<u>Final Cost</u>	<u>Percentage of Total Site Cost</u>
Mobilization, Bonding, Insurance	LS/4.7%	\$171.83	4.6
Site Earthwork	LS/25%	\$1,885.00	50.1

Close Mine Opening: Adit	EA	\$1,000.00	26.5
Lime Application	0.05 AC	\$200.00	5.3
Fertilize & Seed	0.17 AC	\$170.00	4.5
Mulch	0.17 AC	\$340.00	9.0
Total Little Lily Site Cost:		\$3,766.83	100.0%

Little Lily site cost expressed as a percentage of total Rimini Maintenance project cost:
 $\$3,766.83 / 84,920.95 \times 100 = 4.4\%$

Kelly Mill Site

<u>Description</u>	<u>Final Quantity</u>	<u>Final Cost</u>	<u>Percentage of Total Site Cost</u>
Mobilization, Bonding, Insurance	LS/0.7%	\$25.60	3.2
Fertilize & Seed	0.12 AC	\$120.00	15.4
Mulch	0.12 AC	\$240.00	30.5
Riprap	2 CY	\$400.00	50.9
Total Kelly Mill Site Cost:		\$785.60	100.0%

Kelly Mill site cost expressed as a percentage of total Rimini Maintenance project cost: $\$785.60 / 84,920.95 \times 100 = 0.9\%$

Well Site Completion

<u>Description</u>	<u>Final Quantity</u>	<u>Final Cost</u>	<u>Percentage of Total Site Cost</u>
Mobilization, Bonding, Insurance	LS/1.6%	\$58.50	3.7
Fertilize & Seed	0.017 AC	\$170.00	10.8
Mulch	0.017 AC	\$40.00	25.4
Complete Well (grout 18 LF)	LS	\$1,305.00	60.1
Total Ferriter Well Site Completion Cost:		\$1,573.50	100.0%

Well site completion expressed as a percentage of total Rimini Maintenance project cost:
 $\$1,573.50 / 84,920.95 \times 100 = 1.8\%$

5. PROJECT SUMMARY

5.1 Site Condition After Completion

As mentioned previously, final completion of the project occurred on June 5, 1991. Conditions of note at the Lee Mountain site included successful stabilization of erosion using erosion control materials. Despite snow pack equal to or exceeding that of the previous year, erosion control mat, and log structures placed, apparently fulfilled the design intent.

Revegetation of disturbed areas was evidenced by new growth at many areas of the project by final completion.

The frequency and placement (see record drawings in Attachment E) of log structures also appears to have mitigated the potential for the creation of erosion rills and related damage from run-off to the steep (75%) slope of the Lee Mountain site.

5.2 Comments and Suggestions

The timing of the project would have been better starting construction in the spring of 1990. This would have allowed for vegetation to establish itself over a full growing season prior to winter and the potential spring melt erosion season. The late start-up of construction also caused the contractor to shutdown for winter and remobilize in the spring. It is possible that had the original Rimini project been constructed in spring the erosion requiring the maintenance project would have been much less or would not have occurred.

The minimal amount of coversoil which remains on the disturbed portions of Lee Mountain may not foster an optimum vegetation habitat in the short term but it can be anticipated that this growth should improve with time. Many of the trees transplanted in the initial Rimini project were eroded off the Lee Mountain site and tree growth would further stabilize the steep slopes. Based on these ideas we suggest that the site may benefit from future spot seeding and fertilizing as well as tree transplants.

5.3 Maintenance Follow-up

An 11 month warranty inspection will be required in May 1992.

ATTACHMENT A

BID TABULATIONS & MISCELLANEOUS ADMINISTRATION FORMS

RIMINI MAINTENANCE PROJECT
LEWIS AND CLARK COUNTY, MONTANA

DSL/AMRB 90-M04
DATE OCTOBER 4, 1990

BID TABULATIONS				ENGINEER'S ESTIMATE		Bozeman Sand and Gravel Bozeman, MT		Mountain Construction Helena, MT		Maddox Construction Great Falls, MT	
Item Number	Estimated Quantity	Unit	Description	Unit Price	Total Price						
	1	LS	Mobilization, Bonding and Insurance (Cannot exceed 5.0% of Total Bid)	5,000.00	5,000.00	5,200.00	5,200.00	3,656.00	3,656.00	5,000.00	5,000.00
2.	1	LS	Debris Cleanup	5,000.00	5,000.00	2,700.00	2,700.00	4,775.00	4,775.00	3,000.00	3,000.00
3.	1	LS	Site Earthwork	1,000.00	1,000.00	5,000.00	5,000.00	7,540.00	7,540.00	73,000.00	73,000.00
4.	1	LS	Site Access - Lee Mountain	7,000.00	7,000.00	750.00	750.00	5,008.00	5,008.00	11,000.00	11,000.00
5.	1,240	LF	Log Stabilization Structures	15.00	18,600.00	34.00	42,160.00	9.87	12,238.80	4,960.00	4,960.00
6.	1	EA	Close Mine Opening: Adit	2,000.00	2,000.00	2,500.00	2,500.00	1,000.00	1,000.00	1,100.00	1,100.00
7.	1.1	Acre	Lime Application	2,000.00	2,200.00	5,000.00	5,500.00	4,000.00	4,400.00	1,400.00	1,540.00
8.	3.4	Acre	Fertilize and Seed	1,000.00	3,400.00	2,000.00	6,800.00	1,000.00	3,400.00	1,000.00	3,400.00
9.	2.4	Acre	Mulch	1,000.00	2,400.00	3,500.00	8,400.00	2,000.00	4,800.00	400.00	960.00
10.	5,400	SY	Erosion Control Mat	6.00	32,400.00	7.50	40,500.00	6.40	34,560.00	4.00	21,600.00
11.	2	CY	Riprap	100.00	200.00	200.00	400.00	200.00	400.00	300.00	600.00
TOTAL BID					79,200.00		119,910.00		81,777.80		126,160.00

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AGREEMENT

STATE OF MONTANA
DEPARTMENT OF STATE LANDS

FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This Agreement made on October 16, 1990, between Mountain Construction, hereinafter called the "Contractor", and the STATE OF MONTANA, acting by and through the Commissioner DEPARTMENT OF STATE LANDS, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all the materials and perform all of the work for the total portion of the Contract as shown on the Drawings and described in the Specifications entitled Rimini Maintenance Project, Mont A/E or DSL-AMRB 90-M04, and shall do everything required by the Contract Documents.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before a date set forth by the Owner in a written "Notice to Proceed" and shall be completed within 30 calendar days.

Liquidated damages are Four Hundred Dollars (\$400.00) per calendar day.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided, in current funds as follows:

Eighty-one thousand, seven hundred seventy-seven dollars and 80/100 cents

(\$81,777.80)

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as follows: 90% of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the project site or at some other location agreed upon in writing, up to the last day of the month, less the aggregate of the previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due 30 days after completion and acceptance of the work, provided the work is fully completed and the Contract is fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner shall promptly make his inspection; and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating the work provided for in this Contract has been completed and is acceptable by him under its terms and conditions and that the entire balance found to be due the Contractor and noted in the final certificate is due and payable.

Before issuance of a final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid. If the work has been substantially completed and the Owner certifies that full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. NO DAMAGES FOR DELAY - OTHER CONTRACTORS

It shall be the affirmative duty of each and every Contractor on the project to cooperate and coordinate the scheduling and progress of its work with that of all other Contractors. Under no circumstances shall the State of Montana be liable for any damages for delay caused by the acts or omissions of another Contractor, and each Contractor expressly consents to suit by other Contractors for each and every claim for delay by said Contractors performing work on the aforementioned project. It is further stipulated and agreed that the terms of this provision shall govern over any other Contract document as defined in Article 7, infra.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Bid Documents, together with this Agreement, form the Contract; and they are as totally a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Bid Documents:

Invitation for Bid, Instructions to Bidders, Proposal, Bid Bond, Certification of Nonsegregated Facilities, Notice of Award, Performance Bond, Labor and Material Bond, Consent of Surety, Notice to Proceed, Work Directive Change, Change Order, Affidavit on Behalf of Contractor, Approval of Subcontractors, Substitution Request Form, Schedule of Values, Payment Request, Contractor's Certificate of Completion, Certificate of Substantial Completion, General Conditions, Supplementary Conditions, Special Provisions, Technical Specifications, Drawings, and Wage Rates.

ARTICLE 8. STANDARD PREVAILING RATE OF WAGES AND PREFERENCE OF MONTANA LABOR

The Contractor and Subcontractors shall pay the current Montana Prevailing Wage Rates, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. These prevailing wage rates will be in accordance with the most current determination including applicable modifications and will be attached to the Specifications and are incorporated herein.

ARTICLE 9. VENUE

In the event of litigation concerning the Contract, venue shall be the First Judicial District in and for the County of Lewis and Clark, Montana, and the agreement shall be interpreted according to the laws of Montana.

WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

STATE OF MONTANA
DEPARTMENT OF STATE LANDS

Owner

Maximus Contractor
Contractor

Wayne ALH
(Signature)

Wayne ALH Owner
(Typed/Printed Name and Title)

10-15-90
Date

3/24/91
Paul T. Ray
Commissioner

10-16-90
Date

2.7 NOTICE TO PROCEED

TO: Wayne Allen
Mountain Construction
2530 Villard
Helena, MT 59601

Date: 10/16/90
Project: Rimini Maintenance
DSL AMRB 90-M04

You are hereby notified to commence Work in accordance with the Agreement, dated 10/16/90, 1990, no later than October 22, 1990, and you are to complete the Work within 30 consecutive calendar days thereafter. The date of completion of all Work is, therefore, November 16, 1990.

RBM 10/18/90
RBM 10/19/90

OWNER: DEPARTMENT OF STATE LANDS

By: Susan McNally for
LARRY MARSHALL, CHIEF
Title: Abandoned Mine Reclamation Bureau

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this 18 day of Oct, 1990.

Mountain Construction
CONTRACTOR

By: Wayne Allen
Title: Owner

ROBERT PECCIA & ASSOCIATES
Planners - Engineers - Designers
P.O. BOX 5653 310 HIALEAH COURT
HELENA, MONTANA 59604 (406) 442-3160

RIMINI MAINTENANCE PROJECT
DSL-AMRB 90-M04

September 26, 1990

MEMORANDUM

TO: All Participants

RE: Prebid Conference Meeting Summary

The Prebid Conference for the Rimini Maintenance Project convened at 10:00 a.m. on Tuesday, September 25, 1990, at the Offices of Robert Peccia & Associates, 825 Custer Avenue, Helena. The following individuals were in attendance:

Robert Morton, Robert Peccia & Associates
John Koerth, Abandoned Mine Reclamation Bureau,
Department of State Lands
Kathi Lehman, Lehman Construction Co.
Michael Hiel, Shades of Green
Don Davis, Bozeman Sand & Gravel
Wayne Allen, Mountain Construction

After introductions were made, Robert Morton discussed the items on the Prebid Conference agenda. The agenda was distributed during the conference. The following are the main questions and topics which arose during the conference:

- * Is the reclamation work going to require the Contractor to have OSHA hazardous waste training?

John Koerth responded by explaining the current situation with laws and court cases. Mr. Koerth anticipates no need for the training and the Contractor should not concern himself with this issue.

- * What happens in the event of inclement weather?

Mr. Koerth's initial response was that no weather days would be allowed for the project. Emphasis was placed on having the project complete before winter. After discussion, it was decided to send an addendum out to all planholders addressing this issue. Basically, weather days will be allowed and, if necessary, a shutdown for winter but the Contractor will be held responsible for maintenance and repair of his work until substantial completion and final acceptance. Mr. Morton indicated a likely plan of construction at the Lee Mountain site

would be to start at the upper end of the slope and work on downslope. This plan should reduce the potential for maintenance due to weather problems before completion.

- * Emphasis was placed on disturbing existing vegetation as little as possible.

- * Is mowing vegetation required prior to erosion mat placement?

This seems unlikely but may be required as covered under the Technical Specifications, Section 320, Fertilizing and Seeding, and Section 340, Erosion Control Mat.

- * What is the spacing requirements for staking the stabilization structures?

This is covered on the Plans and in the Special Provisions.

- * What existing erosion mat will need to be removed?

This is covered in the Lee Mountain Plan Narrative but some mat may not have to be removed as determined by the Field Engineer.

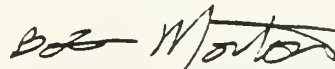
- * No additional cover soil shall be imported to the sites. Original cover soil thickness averaged 6" and underlying soil is predominantly sandy gravel.

- * Mr. Koerth and Mr. Morton noted that contract start up would begin as soon as possible after bid opening.

- * Addendum No. 1 also clarifies that rock check dams at the Kelly Millsite are approximately 1 cubic foot in volume.

Any corrections or additions to these minutes are welcome.

ROBERT PECCIA & ASSOCIATES



Robert B. Morton
Reclamation Scientist

ROBERT PECCIA & ASSOCIATES
Planners - Engineers - Designers
P.O. BOX 5653 825 CUSTER AVENUE
HELENA, MONTANA 59604 (406) 442-8160

RIMINI MAINTENANCE PROJECT
DSL-AMRB 90-M04

October 18, 1990

MEMORANDUM

To: Meeting Attendees and John Koerth, DSL-AMRB

Re: Preconstruction Conference Summary

The Preconstruction Conference for the Rimini Maintenance Project was held at the site on October 18, 1990 from 1:30 p.m. to 4:00 p.m. Persons in attendance included:

Robert Morton, Robert Peccia & Associates
David Zimmer, Robert Peccia & Associates
Gerald Allen, Mountain Construction
Wayne Allen, Mountain Construction

Introductions were made with Robert Morton as Project Manager for the Engineer, David Zimmer as Project Inspector, Wayne Allen as Owner/Superintendent, and Gerald Allen as Equipment Operator. It was noted that no representatives of AMRB were present; however, John Koerth, DSL-AMRB, will be Project Manager.

Robert Morton briefly explained the scope of the project at the Lee Mountain, Lily, and Kelly Mill Sites.

Wayne Allen requested permission to move a tracked excavator to adit No. 6 at the Lily site. Bob Morton will investigate the possibility of a variance in this regard. Wayne Allen further explained that other equipment he plans to utilize at the Lily site includes a rubber-tired motor-grader. Wayne Allen noted that fertilizer, seed, mulch, and erosion control mat work will be conducted by a subcontractor, Duane Knoll of Greenland Construction. Wayne also noted that his 3A permit allows him to cross the creek with equipment. Bob Morton advised this should be reverified. The 3A permit does allow machinery in the watercourse but "shall be avoided unless absolutely necessary."

Wayne Allen indicated that work would begin on Monday, October 22, 1990 and submitted two copies of a schedule for the project.

Bob Morton reviewed traffic plan requirements and specifically discussed speed limits through the Rimini townsite.

Preconstruction Conference Summary
October 18, 1990
Page 2

Bob Morton and Dave Zimmer stressed that submittals are to be reviewed by the Engineer and receive appropriate disposition prior to the initiation of work elements relative to the submittals. Reference was made to a list of applicable specifications requiring submittals which was previously delivered to Wayne Allen.

Wayne Allen discussed the possibility of utilizing U-shaped fence posts in the construction of log soil stabilization structures. Bob Morton requested that this be addressed via the submittal process. Wayne Allen acknowledged.

Pay request procedures were discussed. Bob Morton stated that interim payments for approved materials on site were possible at the Contractor's option.

Safety meetings were discussed by Bob Morton. A designated individual representing the Contractor will be responsible for holding regular safety meetings during the project. Wayne Allen acknowledged.

Bob Morton discussed certified payrolls. Wayne Allen asked how often these were to be submitted. Morton responded by saying that in view of the 30-day contract period that these could be submitted weekly or prior to the final pay request.

Critical work sequencing was reviewed. Bob Morton emphasized that work at the Lee Mountain site should proceed from the top, down and noted that verbal indications from Mountain Construction concurred with this concern.

Liming, topsoiling, and seeding requirements were reviewed by Mr. Morton. It was incorrectly pointed out that lime applications should occur a minimum of 24 hours prior to any seeding activities. Please review technical specification 320.03B, Fertilizing and Seeding.

Field decisions, work orders, and work directives were reviewed. A specific instance where a work directive may be issued concerns the removal of existing erosion control mat at the Lee Mountain site. It was further explained that field correspondence with the Contractor may be issued on the standard AMRB forms or the Engineer's speed memo forms.

Mr. Morton requested that the Contractor be aware of the two separate sections of the General Conditions contained in the contract documents. It was pointed out that the two sections are composed of the standard AGCI and Supplementary Conditions.

Mr. Morton pointed out that landowner consent was necessary prior to any storage of material or equipment on private property.

Preconstruction Conference Summary
October 18, 1990
Page 3

The Contractor is solely responsible for site safety. The Engineer is not trained in construction safety.

Progress meeting requirements were reviewed by Mr. Morton.

A request of the Contractor to submit a Schedule of Values, including breakouts of lump sum items that are site specific was made by Mr. Morton. Wayne Allen acknowledged this request.

An example of inspection/testing required of the Contractor will be test reports on lime supplied for the project as stated by Mr. Morton. Soil pH testing will be conducted by the Engineer.

Dave Zimmer questioned constructing staking responsibilities. Mr. Morton responded that the staking should be accomplished collectively between the Contractor and the Engineer.

Wayne Allen suggested ending and starting erosion control mat ends in key trenches. Bob Morton considered this an acceptable method.

Bob Morton issued the Notice to Proceed and adjusted the project start-up to be October 22, 1990. The contract completion date was incorrectly changed to November 21, 1990. The contract completion date should read November 20, 1990. A corrected copy of the Notice to Proceed is enclosed.

Any corrections or additions to this summary are welcome.

Respectfully submitted,

Bob Morton

for

Dave Zimmer
Project Inspector

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: Department of State Lands-Abandoned Mine Reclamation Bureau OWNER

PROJECT TITLE: Rimini Maintenance Project

MONT A/E or DSL-AMRB: 90-M04

CONTRACT DATE: 10/5/90 Award

LOCATION: Rimini, MT

SUBSTANTIAL COMPLETION DATE: 6/4/91

DSL INSPECTION DATE: 6/5/91

ENGINEER: Robert Peccia & Associates

PROJECT OR PART SHALL INCLUDE: _____

1 Base Bid

PERFORMANCE BOND NO: TPI 321 3414

DATE OF BOND: 10/12/90

SURETY: Transamerica Premier Ins. Co.

MONTANA AGENT: Patrick S. McCutcheon

CONTRACTOR: Mountain Construction

ADDRESS: 2530 Villard

Helena, MT 59601

FBS Insurance, Helena

ADDRESS: P.O. Box 6127

TELEPHONE NO: 406/443-1821

Helena, MT 59604

The Work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

A tentative list of items to be completed is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

ENGINEER:

Robert Peccia & Associates

By Robert B. Morton 6/18/91
Authorized Representative Date

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

CONTRACTOR:

Mountain Construction

By Wm. A. Allen 6-18-91
Authorized Representative Date

The Owner accepts the Project or specified area of the Project as substantially complete and will assume full possession of the project or specified area at 5 PM (time), on 6/4/91 (date). The responsibility for heat, utilities, security, and insurance under the Contract Documents shall be as set forth under "Remarks" below.

OWNER:

DSL-AMRB

By John J. Marshall 7/8/91
Authorized Representative Date

Remarks: (Attach additional sheet, if necessary)

ATTACHMENT B

CHANGE ORDERS & WORK DIRECTIVES

WORK DIRECTIVE CHANGE

(Instructions on Reverse Side)

No. 1

PROJECT: Rimini Maintenance Project

DATE OF ISSUANCE: 5/14/91

CONTRACTOR: Mountain Construction
(Name, 2530 Villard
Address) Helena, MT 59601

OWNER: AMRB - DSL
Capitol Station
Helena, MT 59620

MONT AVE or DSL-AMRB: 90-MO4

CONTRACT FOR: Base bid

ENGINEER: Robert Peccia and Associates

You are directed to proceed promptly with the following change(s):

Description: Additional project work regarding Rimini Test Well.

Purpose of Work Directive Change: Solidify costs for upcoming change order

Attachments: (list documents supporting change) See attached

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- ☐ Time and Materials
☒ Unit Prices
☐ Cost Plus Fixed Fee
☒ Other Mutual Agreement

Method of determining change in Contract Time:

- ☐ Contractor's Records
☐ Engineer's Records
☒ Other Mutual Agreement

Estimated increase (decrease) in Contract Price:
\$ _____. If the change involves an increase, the
estimated amount is not to be exceeded without further
authorization.

Estimated increase (decrease) in Contract Time: ____
days. If the change involves an increase, the estimated time
is not to be exceeded without further authorization.

RECOMMENDED: Robert Peccia & Associates

By: Robert B. Norton
Engineer

JNK
AUTHORIZED: DSL - AMRB

By: James Marshall
Owner

ACCEPTED: Mountain Construction

By: [Signature]
Contractor

RIMINI MAINTENANCE PROJECT

DSL-AMRB 90-M04
Work Directive Change 1 - Attachment 2

1. Add Special Provision 4.13(m) - Well completion.

4.13 WELL COMPLETION

A. DESCRIPTION

This section includes the furnishing of all labor, equipment, and materials to complete one water well that has been previously drilled and cased. This includes pulling temporary 10" dia. casing and grouting the annulus between the permanent 6" dia. casing.

B. LOCATION

The well is located in Rimini in Lewis and Clark County in the northeast 1/4 of the northeast 1/4 of Section 5, Township 8 North, Range 5 West.

C. LOCAL CONDITIONS

The depth to bedrock at the water well location is estimated to be 75'. Large cobbles, gravel, sand and clay were encountered while drilling this alluvial material. The well is screened from approximately 47' to 57' in depth. The temporary 10" dia casing extends to approximately 18' below ground surface.

D. SHOP DRAWINGS AND SUBMITTALS

Complete specifications will be submitted illustrating and describing all materials and methods used to grout the well including site restoration.

E. GROUT

The grout shall be a bentonite clay and neat cement grout. The neat cement shall consist of Portland Type I-II sulfate resistant cement, conforming to ASTM Standard C150, and water. The cement mixture shall be one bag of cement (94 lbs.) and 5 to 6 gallons of water. Bentonite clay grout shall be Volclay Grout manufactured by the American Colloid Company or equal and shall be mixed according to the manufacturer's recommendations.

The well shall be grouted to approximately 18' below ground surface to provide a water-tight well and exclude pollution from shallower formations. Prior to grouting, the Engineer may require flushing of the annular space with the drilling fluid or with clean water. Grouting of the outer casing shall be completed in the presence of the Engineer. The annular opening between the outer protective steel casing and the inner casing shall be filled with cement or bentonite clay grout. The minimum thickness of the grout seal shall be 1 1/2". The upper 5' of the annular opening shall be cement grout.

Before proceeding with the placing of the grout, the Contractor shall secure the Engineer's approval of the method he intends to use. No method will be approved that does not specify the forcing of grout from the bottom of the space to be grouted towards the surface while concurrently removing the outer protective casing. A suitable cement retainer, rubber packer, or plug shall be provided

at the bottom of the outer casing so grout will not leak through into the bottom of the well. The grouting shall be done continuously and in such a manner as will insure the filling of the entire annular space in one operation. No drilling operations or other work in the well will be permitted until the grout has firmly set. The minimum setting time shall be 72 hours or this may be reduced if the Contractor can demonstrate that the grout has taken an adequate set as determined by curing a sample of grout under similar conditions to that placed in the well. If quick-setting cement is used, this period may be reduced to 24 hours upon approval of the Engineer.

F. WELL COMPLETION

The top of the well casing shall be cut square and uniform to provide a flush seat for the well cap. All rough edges and projections shall be ground or filed smooth. The well cap shall be carefully installed to avoid damage to any electric cables and tightly secured to the casing with set screws or bolts.

The ground surface immediately surrounding the top of the well casing or pitless unit shall be graded so as to drain surface water away from the well.

The Contractor shall prepare 5 copies of the "Well Log Report" (available from Department of Natural Resources, Helena, Montana) and will make distribution of the compiled copies as follows: 1 copy to the Bureau of Mines and Geology; 1 copy to the Department of Natural Resources; 1 copy to the County Clerk and Recorder; and 2 copies to the Engineer. Additional information necessary for completion of this report will be available from the Engineer.

G. MEASUREMENT AND PAYMENT

Measurement and payment for this item will be made at the lump sum price agreed upon prior to conducting the work. No payment will be made until the work is totally complete as specified and the engineer approves the work for payment.

RIMINI MAINTENANCE PROJECT

DSL-AMRB 90-MO4
Work Directive Change 1 - Attachment 1

Item No.	Bid Item No. (If Applicable)	Description	Quantity	Unit	Unit Cost	Total Cost
1.		Well completion (see Attachment 2)	1	LS	1305.00	1305.00
2.	8	Seed and Fertilize	0.1	AC	1000.00	100.00
3.	9	Mulch	0.1	AC	2000.00	200.00
		TOTAL ALL ITEMS WORK DIRECTIVE CHANGE NO. 1				1605.00


Signed _____

Date

CHANGE ORDER

ORDER NO: 1

PROJECT TITLE: Rimini Maintenance Project

MONT A/E or DSL-AMRB: 90-M04

CONTRACT DATE: Oct. 5, 1990 Award

OWNER: DSL-AMRB

CONTRACTOR: Mountain Construction

Change Orders must be accompanied by an itemized cost breakdown. You are hereby requested to comply with the following changes from the Contract Documents. (Show separate costs for materials, labor, equipment, and miscellaneous. Show percent where applicable.)

ITEM NO.	DESCRIPTION OF CHANGES - ESTIMATED QUANTITIES & UNITS	COST OF CHANGES					TOTAL COST
		MAT'LS.	LABOR	EQUIP.	MISC.	TOTAL UNIT COST	
1.	Increase in quantity, bid item 5, log stabilization structures-206.5 LF (total of 1,446.5 LF)					9.37	2038.15
2.	Increase in quantity, bid item 7, lime application-0.1 AC (total of 1.2 AC)					4000.00	400.00
3.	Decrease in quantity, bid item 8, fertilize & seed-0.6 AC (total of 2.8 AC)					1000.00	(600.00)
4.	Decrease in quantity, bid item 9, mulch-0.3 AC (total of 1.6 AC)					2000.00	(1600.00)
5.	Increase in quantity, bid item 10, erosion control mat-250 SY (total of 5650 SY)					6.40	1600.00
SEE ATTACHED SHEET FOR ADDITIONAL ITEMS							
TOTAL COST - MATERIALS, LABOR, EQUIPMENT & MISC.						\$3,143.15	
OVERHEAD & PROFIT @ _____%							N/A
GRAND TOTAL - THIS CHANGE ORDER						\$3,143.15	

Original Contract Price	<u>81,777.80</u>
Current Contract Price Adjusted by Previous Change Order	<u>81,777.80</u>
Cost this Change Order (+ or -)	<u>+3,143.15</u>
New Contract Price including this Change Order	<u>84,920.95</u>

The completion date as set forth in the Contract Documents shall be (~~unchanged~~, increased, ~~xxxxxxx~~) by 105 calendar days.

The date for completion of all work will be June 4, 1991.

Description and Justification for Change:

1. Change Order items 1-5 adjust bid quantities to reflect actual field measured quantities.
2. Change Order item 6 adjusts contract amount to incorporate additional work to complete Rimini test well #3. Reference Work Directive Change No. 1. Additional fertilize and seed and mulch items for this work are reflected in Change Order items 3 & 4.
3. Change Order item 7 adjusts contract time to account for winter shutdown (183 days), weather days (11 days) and 1 additional day related to well completion (added work item).

SURETY CONSENT

The Surety hereby consents to the aforementioned Contract Change Order and agrees that its bond or bonds shall apply and extend to the Contract as thereby modified or amended per this Change Order. The Principal and the Surety further agree that on or after execution of this consent, the penalty of the applicable Performance Bonds or Bonds is hereby increased by \$ 3,143.15 (100% of the Change Order amount) and the penalty of the applicable Labor and Material Bond or Bonds is hereby increased by \$ 3,143.15 (100% of the Change Order amount).

COUNTERSIGNED BY MONTANA
RESIDENT AGENT

SURETY

FBS INSURANCE HELENA

Transamerica Premium Insurance Company

Patrick S. McCutcheon
Patrick S. McCutcheon

By: Audrey L. Fiske
Audrey L. Fiske Seal

Recommended by: Robert B. Morton
Engineer

6/18/91
Date

Accepted by: W. Wayne Allen
Contractor

6/19/91
Date

Approved by: James Marshall
Owner

7/3/91
Date

$\log_{10}(\text{mean } \pm \text{SD})$

ITEM NO.	DESCRIPTION OF CHANGES - ESTIMATED QUANTITIES & UNITS	COST OF CHANGES					TOTAL UNIT COST	TOTAL COST
		MAT'LS.	LABOR	EQUIP.	MISC.			
6.	Additional work item, well completion 1 LS-(remove and grout 18' of 10" well casing at Rimini test well #3)						1305.00	1305.00
7.	Increase contract time-195 days						N/A	N/A
<p style="text-align: center;">TOTAL COST - MATERIALS, LABOR, EQUIPMENT & MISC.</p> <p style="text-align: center;">OVERHEAD & PROFIT @ _____%</p> <p style="text-align: center;">GRAND TOTAL - THIS CHANGE ORDER</p>								

ATTACHMENT C

PAYMENT REQUESTS

PAYMENT REQUEST NO. One

FROM Oct. 22, 1990 TO Nov. 30, 1990

PROJECT TITLE: Rimini Maintenance Project

LOCATION: Lewis & Clark County, Montana

MONT AVE or DSL-AMRB: 90-M04

NAME OF CONTRACTOR: Mountain Construction

ADDRESS: 2530 Villard, Helena, MT 59601

SUMMARY OF PROJECT STATUS

Amount of Original Contract		\$ 81,777.80
Change Order No. <u>0</u>	\$ 0	
Change Order No. <u>0</u>	\$ 0	
Change Order No. <u>0</u>	\$ 0	
Amount of Approved Change Order(s)	.	\$ 0
TOTAL CONTRACT AMOUNT		\$ 81,777.80

Pay Request No.	Amount of Request
one	\$76,177.72

Total Contract Amount Completed to Date	\$ 80,997.04
Less Retainage (<u>5</u> %)	\$ 4,049.85
TOTAL AMOUNT EARNED TO DATE	\$ 76,947.19
Less Previous Payments	\$ 0.00
AMOUNT DUE THIS PAYMENT	\$ 76,947.19
Less 1% Tax	\$ 769.47
TOTAL DUE CONTRACTOR	\$ 76,177.72

I certify that this claim is correct and just in all respects and that payment or credit has not been received.

APPROVED BY:

MOUNTAIN CONSTRUCTION

MONTANA DEPARTMENT OF STATE LANDS

Contractor

Owner

By [Signature]

By [Signature]

Date 12-13-90

Date 12/19/90

RECOMMENDED BY:

ROBERT PECCIA & ASSOCIATES, INC.

Engineer

By [Signature]

Date 12/13/90

[illegible]

PAYMENT REQUEST NO. Two -Final

FROM Nov. 30, 1990 TO June 4, 1991

PROJECT TITLE: Rimini Maintenance Project

LOCATION: Lewis & Clark County, Mont. MONT A/E or DSL-AMRB: 90-M04

NAME OF CONTRACTOR: Mountain Construction

ADDRESS: 2530 Villard, Helena, MT 59601

SUMMARY OF PROJECT STATUS

Amount of Original Contract \$ 81,777.80

Change Order No. 1 \$ 3143.15

Change Order No. \$

Change Order No. \$

Amount of Approved Change Order(s) \$ 3143.15

TOTAL CONTRACT AMOUNT \$ 84920.95

Pay Request No.	Amount of Request
One	\$76,177.72
Two	\$ 7,394.02

Total Contract Amount Completed to Date \$ 84,920.95

Less Retainage (0 %) \$ 0.00

TOTAL AMOUNT EARNED TO DATE \$ 84,920.95

Less Previous Payments \$ 76,947.19

AMOUNT DUE THIS PAYMENT \$ 7,973.76

Less 1% Tax \$ 79.74

TOTAL DUE CONTRACTOR \$ 7,894.02

I certify that this claim is correct and just in all respects and that payment or credit has not been received.

APPROVED BY:

Mountain Construction
Contractor

Montana Dept. of State Lands
Owner

By [Signature]
Date

By
Date

RECOMMENDED BY:

Robert Peccia & Associates, Inc.
Engineer

By Robert B. Norton
Date 6/18/91

ITEMIZATION OF QUANTITIES AND COSTS

Item No.	Description	Contract Quantity	Contract Unit Price	Previous Quantity Requested	Current Quantity Completed	Total Quantity Completed to Date	Total Contract Amount Completed to Date	Amount Due this Payment
1.	Mobilization, Bonding and Insurance	1 LS	3,656.00	1 LS	1 LS	1 LS	\$3,656.00	\$ 0.00
2.	Debris Cleanup	1 LS	4,775.00	95%	100%	100%	4,775.00	238.75
3.	Site Earthwork	1 LS	7,540.00	1 LS	1 LS	1 LS	7,540.00	0.00
4.	Site Access-Lee Mtn.	1 LS	5,008.00	98%	100%	100%	5,008.00	100.16
5.	Log Stabilization Str.	1240 LF	9.87	1446.5 LF	1446.5 LF	1446.5 LF	14,276.95	0.00
6.	Close Mine Opening: Adit	1 EA	1,000.00	1 EA	1 EA	1 EA	1,000.00	0.00
7.	Lime Application	1.1 AC	4,000.00	1.2 AC	1.2 AC	1.2 AC	4,800.00	0.00
8.	Fertilize & Seed	3.4 AC	1,000.00	1.94 AC	2.8 AC	2.8 AC	2,800.00	860.00
9.	Mulch	2.4 AC	2,000.00	0.89 AC	1.6 AC	1.6 AC	3,200.00	1,420.00
10.	Erosion Control Mat	5400 SY	6.40	5650 SY	5650 SY	5650 SY	36,160.00	0.00
11.	Riprap	2 CY	200.00	2 CY	2 CY	2 CY	400.00	0.00
12.	Well Completion	1 LS	1,305.00	0	1 LS	1 LS	1,305.00	1,305.00
Materials on Site (Attach Schedule)		--	--	\$	\$	→	\$	\$
TOTAL							84,920.95	3,923.91

ATTACHMENT D

ANALYSIS OF CONSULTANT COSTS INCURRED

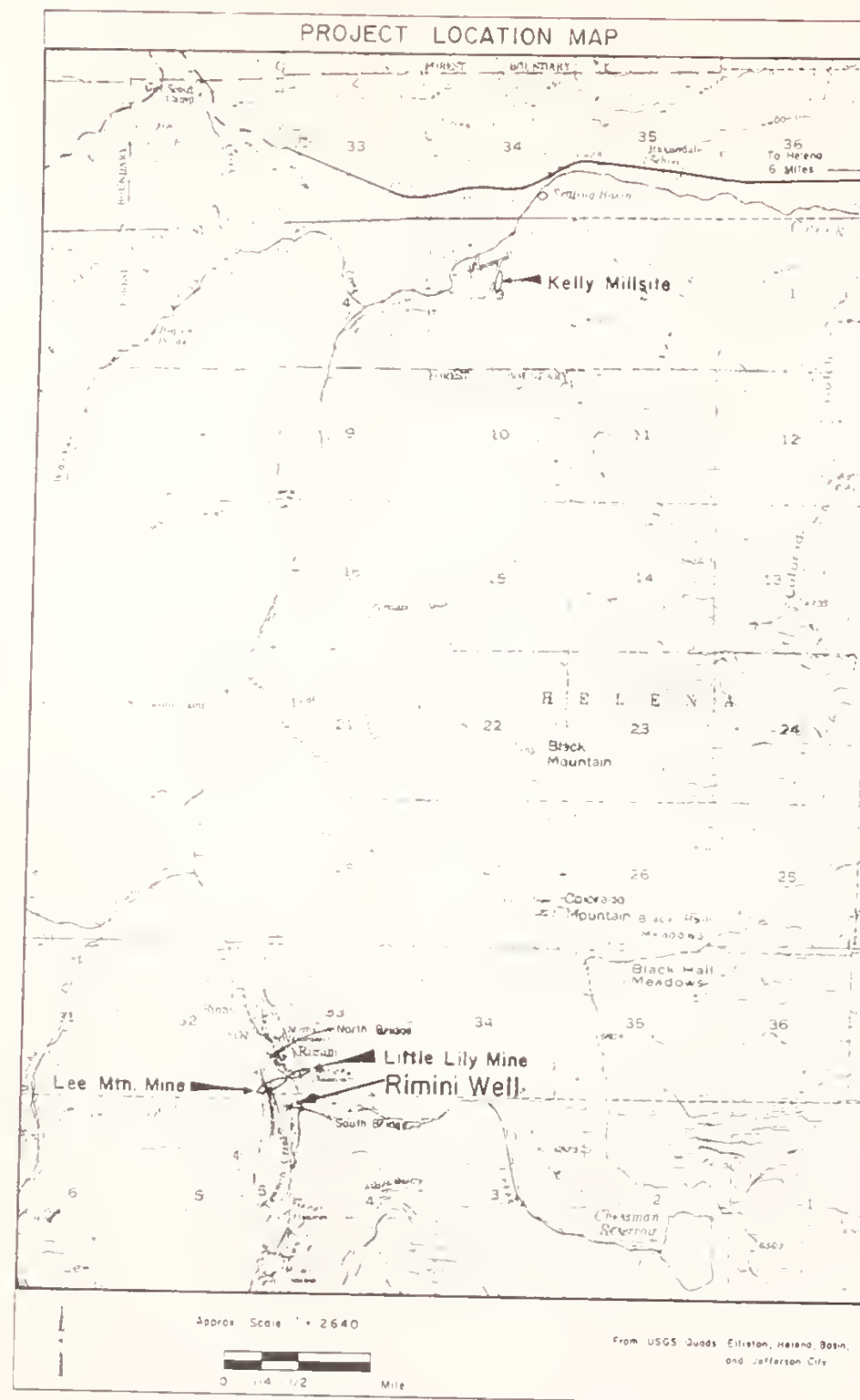
Analysis of Consultant Costs Incurred
For The Montana Department of State Lands
Abandoned Mine Reclamation Bureau
AMR Project Number: Montana A/E or DSL-AMRB 90-M04
Project Title: Rimini Area Maintenance
RPA Project Numbers: 90-30.4 and 91-30.4

Engineering Service	RPA Project Number	Amount
<u>Design Engineering:</u>		
1991 Contract	91-30.4	\$0.00
1990 Contract	90-30.4	\$6,012.61
<i>Subtotal Design Engineering Cost:</i>		\$6,012.61
<u>Construction Engineering and Project Administration Cost:</u>		
1991 Contract	91-30.4	\$2,472.47
1990 Contract	90-30.4	\$14,126.84
<i>Subtotal for Construction Engineering Cost:</i>		\$16,599.31
Total Project Engineering Cost:		\$22,611.92
<u>Construction Costs:</u>		
Mountain Construction		\$84,920.95

To Calculate Percentage of Engineering Fees to Construction Costs:

<i>Design Engineering / Construction Cost</i>	7.08%
<i>Construction Engineering / Construction Cost</i>	19.55%
<i>Total Engineering Cost / Construction Cost</i>	26.63%

ATTACHMENT E
RECORD DRAWINGS



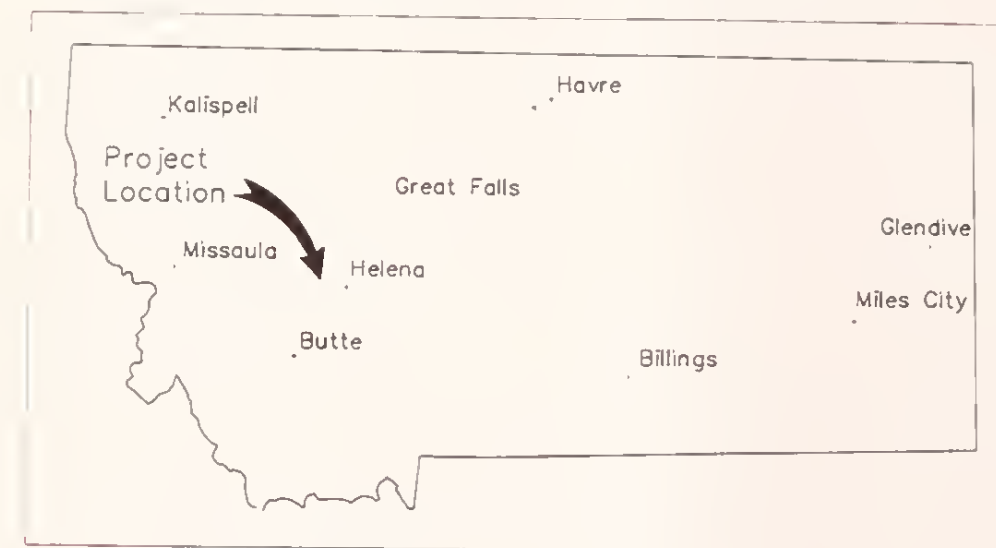
RIMINI MAINTENANCE PROJECT

LEWIS & CLARK COUNTY, MONTANA

Prepared for
DEPARTMENT OF STATE LANDS
ABANDONED MINE RECLAMATION BUREAU

RECORD DRAWINGS

Project Location



SHEET INDEX

- | | |
|-----------------------------|--------------------------|
| 1. Cover & Project Location | 4. Lee Mountain Mine |
| 2. Kelly Millsite | 5. Miscellaneous Details |
| 3. Little Lily Mine | 6. Rimini Well Map |

Robert Peccia & Associates, Helena, MT RPA

Designed by: R. B. Morton
Drawn by: S. H. Hines
Checked by: A. G. Beard
Approved by: R. J. Peccia

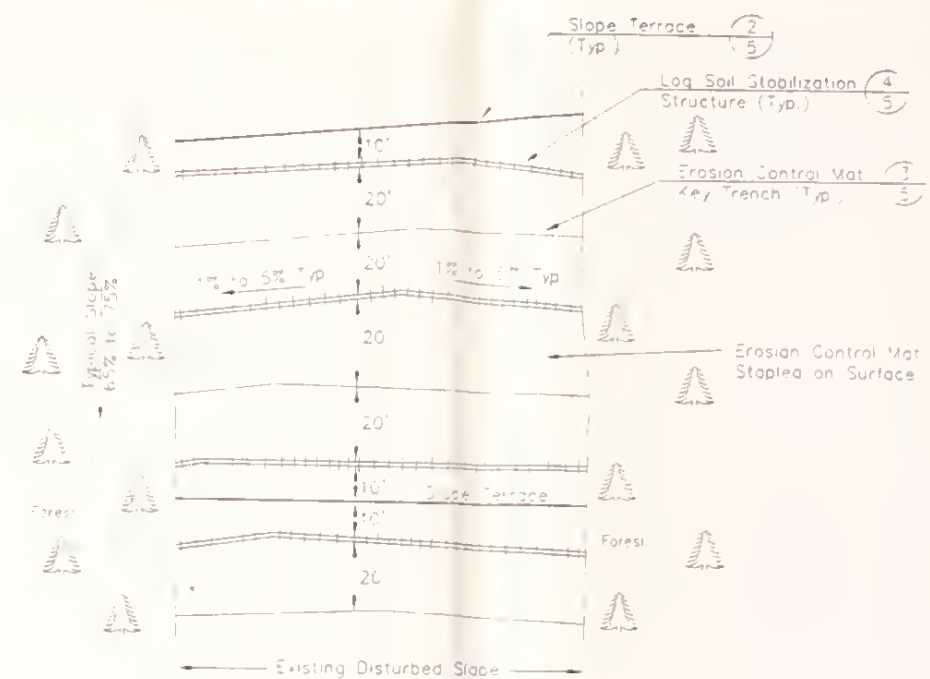
Date August 1990

Set Number _____



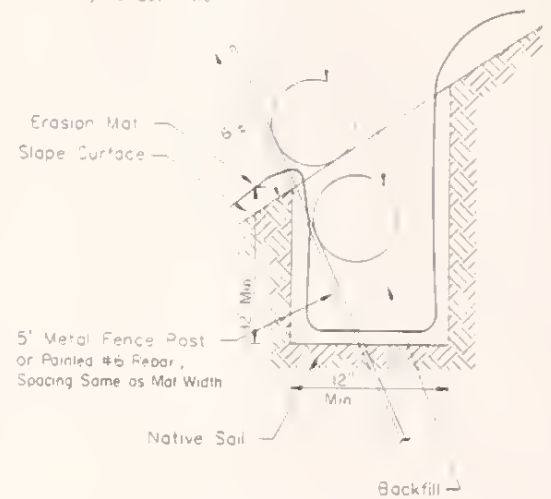
NEW EROSION CONTROL TREATMENT (1/5)
NOT TO SCALE

FRONT VIEW

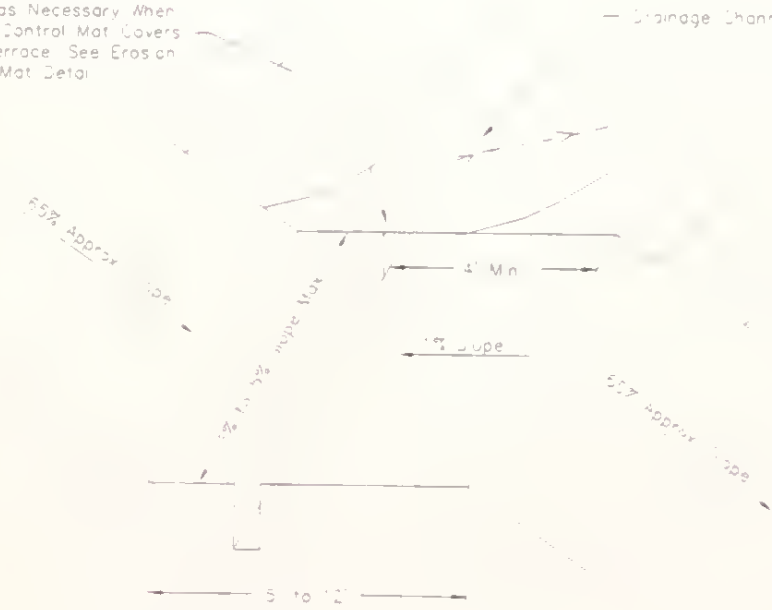


LOG SOIL STABILIZATION STRUCTURE (4/5)
NOT TO SCALE

Key Trench w/ Log Soil Stabilization System (2-6" Dia. Treated Poles, 1 Buried, Held in Place w/ and Wired to Metal Fence Posts With Double Wrap of 5ga Galvanized Wire)

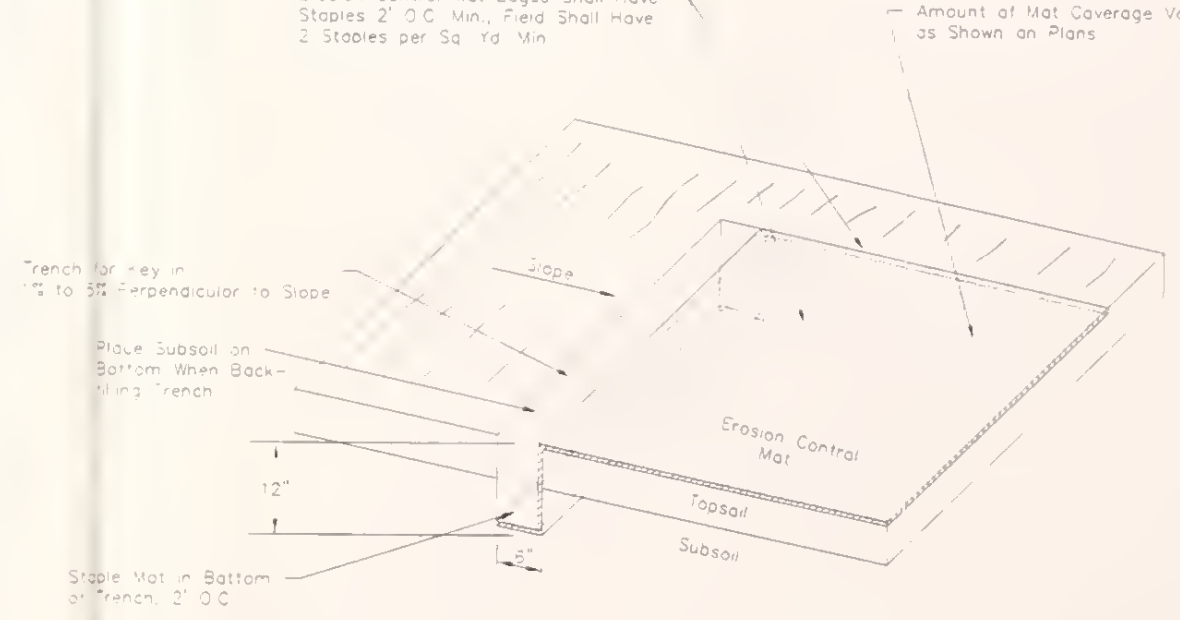


Erosion Control Mat Key Trench as Necessary When Erosion Control Mat Covers Slope Terrace. See Erosion Control Mat Detail.



SLOPE TERRACE DETAIL (2/5)
NOT TO SCALE

Erosion Control Mat Edges Shall Have Staples 2' O.C. Min., Field Shall Have 2 Staples per Sq. Yd. Min.

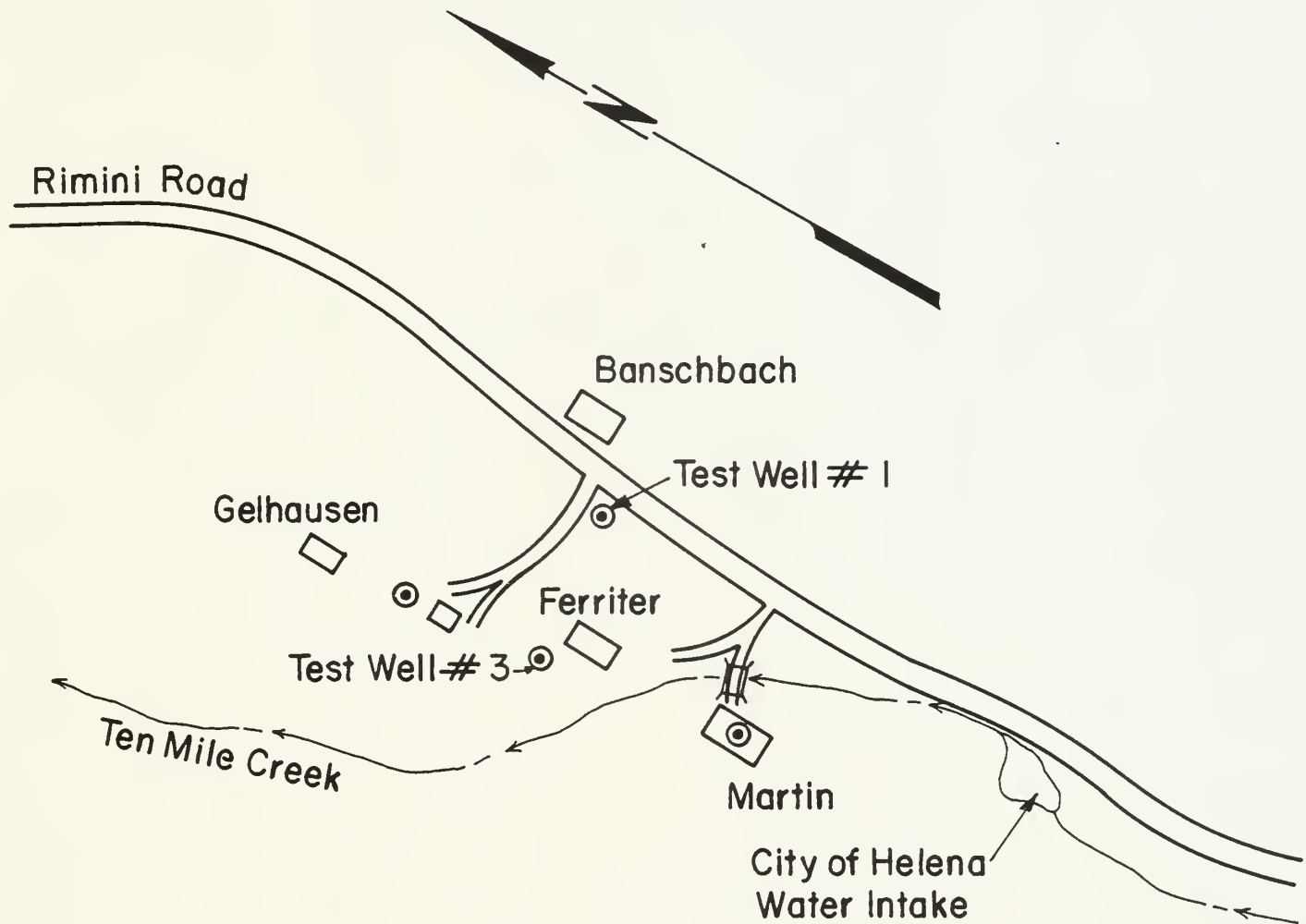


EROSION CONTROL MAT AND KEY TRENCH DETAIL (3/5)
NOT TO SCALE

Project No. 90-304	Sheet Title
Date August 1990	Miscellaneous Details
Designed By R. B. Marton	Project Title
Drawn By S. H. Hines	Rimini Mining District
Checked By A. G. Beard	
• Robert Peccia & Assoc. • RPA •	



Rimini Abandoned Mine Reclamation Project
Rimini Central Water System
SITE MAP — TEST WELL # 3



LEGEND

□ Home

⊙ Well

Note: Homeowner names are listed near their respective home.

Approx. Scale 1" = 200'

ATTACHMENT F

PHOTOGRAPHS/SLIDES

One report copy has photographs and slides.

One report copy has photographs.

Remaining report copies have no photos or slides.

**RIMINI MAINTENANCE PROJECT
PHOTOGRAPH/SLIDE LEGEND**

<u>Roll</u>	<u>Number</u>	<u>Date</u>	<u>Description</u>
A	1	22 Oct '90	Existing Erosion Control Mat Removed at Terrace No. 2/Key Trench, Log Structure/Lee Mountain
	2	22 Oct '90	Existing Erosion Control Mat Removed at Terrace No. 2/Key Trench, Log Structure/Lee Mountain
	3	22 Oct '90	Three Log Structure/Key Trenches Between Terraces 2 & 3, 4:00 p.m./Lee Mountain
	4	23 Oct '90	Liming at Southmost Sediment Pond/Lee Mountain
	5	23 Oct '90	Liming at Middle Sediment Pond/Lee Mountain
	6	23 Oct '90	Incorporate Lime, Spread Available Cover Soil at Southmost Sediment Pond/Lee Mountain
	7	23 Oct '90	Liming at Northmost Sediment Pond/Lee Mountain
	8	23 Oct '90	Existing Condition of Adit No. 6/Little Lily
	9	23 Oct '90	Existing Condition of Adit No. 6/Little Lily
	10	23 Oct '90	Completed Adit No. 6 Closure/Little Lily
B	1	25 Oct '90	Trenches to Date, Layout Above Terrace No. 5/Lee Mountain
	2	25 Oct '90	Trenches to Date, Layout Above Terrace No. 5/Lee Mountain
	3	25 Oct '90	Lee Mountain, From Terrace No. 5, to Date
	4	25 Oct '90	Lee Mountain (South), Trenching Crew
	5	25 Oct '90	Lee Mountain (South), Trenching Crew
	6	26 Oct '90	955 CAT Front End Loader, Move to Terrace No. 5 (North)/Lee Mountain
	7	26 Oct '90	955 CAT Front End Loader, Climbing to Terrace No. 5 (North)
	8	26 Oct '90	955 CAT Front End Loader, Climbing to Terrace No. 5 (North)
	9	29 Oct '90	Lime Application/Lee Mountain
	10	29 Oct '90	Lime Application/Lee Mountain
	11	30 Oct '90	Lime Application Terrace 3 to Terrace 4/Lee Mountain
	12	30 Oct '90	Lime Application Terrace 3 to Terrace 4/Lee Mountain

**RIMINI MAINTENANCE PROJECT
PHOTOGRAPH/SLIDE LEGEND (CONTINUED)**

<u>Roll</u>	<u>Number</u>	<u>Date</u>	<u>Description</u>
B	13	30 Oct '90	Existing Condition of Drainage into Sediment Pond/Lee Mountain
	14	30 Oct '90	Rerouted Drainage into Sediment Pond/Lee Mountain
	15	2 Nov '90	Erosion Control Mat Placement From Terrace No. 2, Downhill, to Date/Lee Mountain
	16	2 Nov '90	Lee Mountain, to Date, From Little Lily Site
	17	2 Nov '90	Pulley Arrangement to Transport Logs Upslope for Log Structure Placement/Lee Mountain
	18	15 Nov '90	Switchback Uphill at Little Lily Following Regrade to Improve Drainage
	19	15 Nov '90	Switchback Uphill, Change in Direction, at Little Lily
	20	15 Nov '90	Drainage Constructed to Outfall Little Lily Road Drainage to Rimini Road
	21	15 Nov '90	Drainage Constructed to Outfall Little Lily Road Drainage to Rimini Road
	22	15 Nov '90	Terrace 4 to Terrace 5, Erosion Control Mat Staging & Placement Underway/Lee Mountain
	23	15 Nov '90	Terrace 4 to Terrace 5, Erosion Control Mat Staging & Placement Underway/Lee Mountain
	24	15 Nov '90	Anchor Logs, Erosion Control Mat at Log Structure Trenches, Typical/Lee Mountain
C	1	19 Nov '90	Completed Log Structure Just Above Terrace 2, Looking South \pm /Lee Mountain
	2	19 Nov '90	Gap at Log Structure due to Frozen, Uneven Subgrade/Lee Mountain
	3	19 Nov '90	Loose Wire Wrap of 6 Gauge Wire Used, Illustrates Workability of this Heavy Wire Gauge/Lee Mountain
	4	19 Nov '90	Terrace 4 to Terrace 5 to Date, Hall (Subcontractor) Tracking Area Below Terrace 5/Lee Mountain
	5	19 Nov '90	Lee Mountain, Site to Date
	6	27 Nov '90	Hall (Subcontractor) Tracking Below Terrace 5/Lee Mountain
	7	27 Nov '90	Kubota Tractor With Tillage Equipment Attached/Lee Mountain
	8	27 Nov '90	Hydro-Seed/Mulch, Below Terrace 5/Lee Mountain

**RIMINI MAINTENANCE PROJECT
PHOTOGRAPH/SLIDE LEGEND (CONTINUED)**

<u>Roll</u>	<u>Number</u>	<u>Date</u>	<u>Description</u>
C	9	27 Nov '90	Hydro-Seed/Mulch at Little Lily Access Road
	10	27 Nov '90	Tracking at Little Lily Switchback
	11	27 Nov '90	Tracked Areas Below Terrace 5
	12	27 Nov '90	Tracked Areas Below Terrace 5

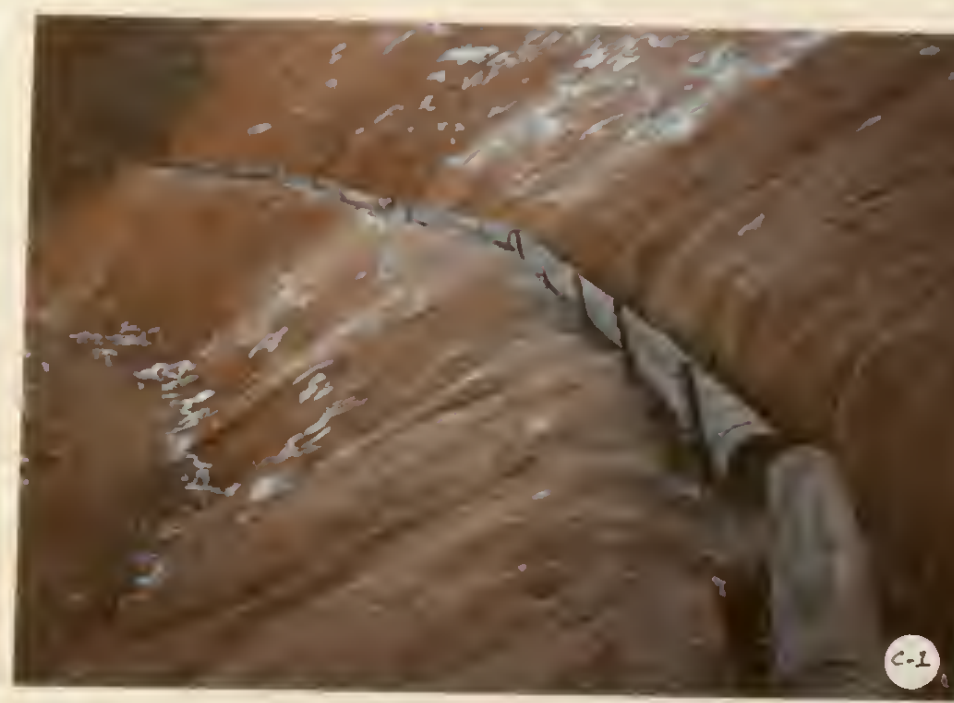














C-2



C-3



C-4



C-5



C-6



C-7

